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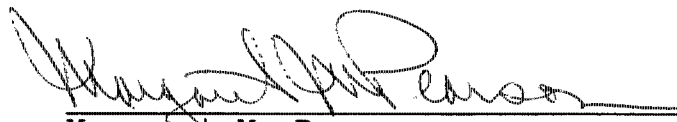
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INTERSTATE COMMERCE COMMISSION

**CERTIFICATE**

I, MARGARET M. PEARSON, Notary Public, State of Wisconsin, hereby certify that I have compared the attached copy of the Thirteenth Supplemental Indenture dated May 15, 1969 with the original instrument and found the copy to be complete and identical in all respects to the original.

Executed on this 9th day of December 1992.



Margaret M. Pearson  
Notary Public, State of Wisconsin  
My Commission expires March 19, 1995  
Telephone: (414) 221-2235

(SEAL)

[CONFORMED COPY]

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WISCONSIN ELECTRIC POWER COMPANY

TO

FIRST WISCONSIN TRUST COMPANY

As Trustee

18035 *L*

DEC 10 1968-10 25 AM

SECURITIES AND EXCHANGE COMMISSION

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**Thirteenth Supplemental Indenture**

DATED MAY 15, 1969

---

First Mortgage Bonds,  
7¼% Series due 1999

---

WISCONSIN ELECTRIC POWER COMPANY  
Thirteenth Supplemental Indenture dated May 15, 1969

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**SUPPLEMENTAL INDENTURE**, dated the fifteenth day of May, Nineteen hundred and sixty-nine (1969) made by and between WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company"), party of the first part, and FIRST WISCONSIN TRUST COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Trustee"), as Trustee under the Mortgage and Deed of Trust dated October 28, 1938, hereinafter mentioned, party of the second part;

WHEREAS, the Company has heretofore executed and delivered to the Trustee its Mortgage and Deed of Trust dated October 28, 1938, as amended June 1, 1946, May 1, 1952 and April 1, 1958 (said Mortgage and Deed of Trust, as so amended, being hereinafter sometimes referred to as the "Original Indenture"), to secure the payment of the principal of and the interest and premium, if any, on all Bonds at any time issued and outstanding thereunder, and to declare the terms and conditions upon which Bonds are to be issued thereunder; and indentures supplemental thereto dated October 28, 1938, June 1, 1946, March 1, 1949, June 1, 1950, May 1, 1952, May 1, 1954, April 15, 1956, April 1, 1958, November 15, 1960, November 1, 1966, November 15, 1967 and May 15, 1968, respectively, have heretofore been entered into between the Company and the Trustee; and

WHEREAS, Bonds have been issued by the Company under said Mortgage and Deed of Trust and indentures supplemental thereto prior to the date hereof as follows:

(1) \$55,000,000 principal amount of First Mortgage Bonds, 3½% Series due 1968, all of which have been redeemed prior to the date of execution hereof;

(2) \$50,000,000 principal amount of First Mortgage Bonds, 2½% Series due 1976 (herein called the "Bonds of 1976 Series"), which are described in the Supplemental Indenture dated June 1, 1946 (hereinafter called the "Supplemental Indenture of June 1, 1946"), of which \$42,294,000 principal amount remain outstanding at the date of execution hereof;

(3) \$10,000,000 principal amount of First Mortgage Bonds, 27⁄8% Series due 1979 (herein called the "Bonds of 1979 Series"), which are described in the Supplemental Indenture dated March 1, 1949 (hereinafter called the "Supplemental Indenture of March 1, 1949"), of which \$8,654,000 principal amount remain outstanding at the date of execution hereof;

(4) \$15,000,000 principal amount of First Mortgage Bonds, 2 $\frac{3}{4}$ % Series due 1980, which are described in the Supplemental Indenture dated June 1, 1950, of which \$12,823,000 principal amount remain outstanding at the date of execution hereof;

(5) \$12,500,000 principal amount of First Mortgage Bonds, 3 $\frac{1}{4}$ % Series due 1982, which are described in the Supplemental Indenture dated May 1, 1952, of which \$10,871,000 principal amount remain outstanding at the date of execution hereof;

(6) \$20,000,000 principal amount of First Mortgage Bonds, 3 $\frac{1}{8}$ % Series due 1984, which are described in the Supplemental Indenture dated May 1, 1954, of which \$17,664,000 principal amount remain outstanding at the date of execution hereof;

(7) \$30,000,000 principal amount of First Mortgage Bonds, 3 $\frac{7}{8}$ % Series due 1986, which are described in the Supplemental Indenture dated April 15, 1956, of which \$26,008,000 principal amount remain outstanding at the date of execution hereof;

(8) \$30,000,000 principal amount of First Mortgage Bonds, 4 $\frac{1}{8}$ % Series due 1988, which are described in the Supplemental Indenture dated April 1, 1958, of which \$27,114,000 principal amount remain outstanding at the date of execution hereof;

(9) \$30,000,000 principal amount of First Mortgage Bonds, 5% Series due 1990, which are described in the Supplemental Indenture dated November 15, 1960, of which \$28,995,000 principal amount remain outstanding at the date of execution hereof;

(10) \$30,000,000 principal amount of First Mortgage Bonds, 5 $\frac{7}{8}$ % Series due 1996, which are described in the Supplemental Indenture dated November 1, 1966, of which \$29,689,000 principal amount remain outstanding at the date of execution hereof;

(11) \$40,000,000 principal amount of First Mortgage Bonds, 6 $\frac{7}{8}$ % Series due 1997, which are described in the Supplemental Indenture dated November 15, 1967, of which \$39,955,000 principal amount remain outstanding at the date of execution hereof;

(12) \$35,000,000 principal amount of First Mortgage Bonds, 6 $\frac{7}{8}$ % Series due 1998, which are described in the Supplemental Indenture dated May 15, 1968, of which \$34,986,000 principal amount remain outstanding at the date of execution hereof;

and

WHEREAS, the Company is entitled at this time to have authenticated and delivered additional Bonds on the basis of the net bondable value of property additions not subject to an unfunded prior lien, upon compliance with the provisions of Section 4 of Article III of the Original Indenture; and

WHEREAS, the Company desires by this Supplemental Indenture to provide for the creation of a new series of bonds under the Original Indenture, to be designated "First Mortgage Bonds, 7¼% Series due 1999" (hereinafter called the "Bonds of 1999 Series"); and the Original Indenture provides that certain terms and provisions, as determined by the Board of Directors of the Company, of the Bonds of any particular series may be expressed in and provided for by the execution of an appropriate supplemental indenture; and

WHEREAS, the Original Indenture provides that the Company and the Trustee may enter into indentures supplemental to the Original Indenture to convey, transfer and assign to the Trustee and to subject to the lien of the Original Indenture additional properties acquired by the Company; and to add, to the covenants and agreements of the Company contained in the Original Indenture, other covenants and agreements thereafter to be observed; and

WHEREAS, the Company, in the exercise of the powers and authority conferred upon and reserved to it under the provisions of the Original Indenture and pursuant to appropriate resolutions of its Board of Directors, has duly resolved and determined to make, execute and deliver to the Trustee a supplemental indenture in the form hereof for the purposes herein provided; and

WHEREAS, all conditions and requirements necessary to make this Supplemental Indenture a valid, binding and legal instrument have been done, performed and fulfilled and the execution and delivery hereof have been in all respects duly authorized;

NOW, THEREFORE, THIS INDENTURE WITNESSETH:

That, in consideration of the premises and of the mutual covenants herein contained and of the acceptance of this trust by the Trustee and of the sum of One Dollar duly paid by the Trustee to the Company at or before the time of the execution of this Supplemental Indenture,



and of other valuable considerations, the receipt whereof is hereby acknowledged, and in order further to secure the payment of the principal of and interest (and premium, if any) on all Bonds at any time issued and outstanding under the Original Indenture and all indentures supplemental thereto (hereinafter sometimes collectively called the "Indenture"), according to their tenor, purport and effect, the Company has executed and delivered this Supplemental Indenture and has granted, bargained, sold, warranted, aliened, remised, released, conveyed, assigned, transferred, mortgaged, pledged, set over, ratified and confirmed and by these presents does grant, bargain, sell, warrant, alien, remise, release, convey, assign, transfer, mortgage, pledge, set over, ratify and confirm unto First Wisconsin Trust Company, as Trustee, and to its successors in trust under the Indenture forever, all and singular the properties described in Schedule A to this Supplemental Indenture (in addition to all other properties heretofore specifically subjected to the lien of the Indenture and not heretofore released from the lien thereof);

TO HAVE AND TO HOLD all said properties, real, personal and mixed, mortgaged, pledged, and conveyed by the Company as aforesaid, or intended so to be, unto the Trustee and its successors and assigns forever;

SUBJECT, HOWEVER, to the exceptions and reservations and matters herein recited, to existing leases other than leases which by their terms are subordinate to the lien of the Indenture, to existing liens upon rights-of-way for transmission or distribution line purposes, as defined in Article I of the Original Indenture, and any extensions thereof, and subject to existing easements for streets, alleys, highways, rights-of-way and railroad purposes over, upon and across certain of the property described in Schedule A to this Supplemental Indenture, and subject also to all the terms, conditions, agreements, covenants, exceptions and reservations expressed or provided in the deeds or other instruments respectively under and by virtue of which the Company acquired the properties described in Schedule A to this Supplemental Indenture, and to undetermined liens and charges, if any, incidental to construction or other existing permitted liens as defined in Article I of the Original Indenture;

IN TRUST, NEVERTHELESS, upon the terms and trusts in the Original Indenture and the indentures supplemental thereto, including this

Supplemental Indenture, set forth, for the equal and proportionate benefit and security of all present and future holders of the Bonds and coupons issued and to be issued thereunder, or any of them, without preference of any of said Bonds and coupons of any particular series over the Bonds and coupons of any other series, by reason of priority in the time of the issue, sale or negotiation thereof, or by reason of the purpose of issue or otherwise howsoever, except as otherwise provided in Section 2 of Article IV of the Original Indenture.

PROVIDED, HOWEVER, and these presents are upon the condition that, if the Company, its successors or assigns, shall pay or cause to be paid unto the holders of the Bonds the principal and interest (and premium, if any) to become due in respect thereof at the times and in the manner stipulated therein and in the Indenture, and shall keep, perform and observe all and singular the covenants and promises in the Bonds and in the Indenture expressed as to be kept, performed and observed by or on the part of the Company, then this Supplemental Indenture and the estate and rights hereby granted shall cease, determine and be void, otherwise to remain in full force and effect;

AND IT IS HEREBY COVENANTED, DECLARED AND AGREED, by and between the parties hereto, for the benefit of those who shall hold the Bonds, or any of them, to be issued under the Indenture, as follows:

## ARTICLE I.

### DESCRIPTION OF BONDS OF 1999 SERIES.

SECTION 1. The thirteenth series of Bonds to be executed, authenticated and delivered under and secured by the Indenture shall be Bonds of 1999 Series. The Bonds of 1999 Series shall, subject to the provisions of Section 1 of Article II of the Original Indenture, be designated as "First Mortgage Bonds, 7¼% Series due 1999" of the Company. The Bonds of 1999 Series shall be executed, authenticated and delivered in accordance with the provisions of, and shall in all respects be subject to, all of the terms, conditions and covenants of the Original Indenture and of this Supplemental Indenture.

The Bonds of 1999 Series shall mature May 15, 1999, and shall bear interest at the rate of seven and one-fourth per cent. (7¼%) per annum, payable semi-annually on the fifteenth days of May and November in each year (each such May 15 and November 15 being hereinafter called an "interest payment date"). The Bonds of 1999 Series shall be

payable as to principal and interest in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and shall be payable (as well the interest as the principal thereof) at the agency of the Company in the City of Milwaukee, Wisconsin, or, at the option of the registered owner, at the agency of the Company in the Borough of Manhattan, The City of New York.

The interest so payable on any interest payment date shall be paid to the persons in whose names the Bonds of 1999 Series are registered at the close of business on the last business day (hereinafter called the "record date") which is more than ten days prior to such interest payment date, a "business day" being any day which is not a day on which banks in the City of Milwaukee, Wisconsin, are authorized by law to close; except that if the Company shall default in the payment of any interest due on such interest payment date, such defaulted interest shall be paid to the persons in whose names the Bonds of 1999 Series are registered on the date of payment of such defaulted interest, or at the election of the Company at the close of business on a special record date for the payment of such defaulted interest established by notice given by mail by or on behalf of the Company not less than 15 days preceding such special record date.

Except as provided hereinafter, every Bond of 1999 Series shall be dated as of the date of its authentication and delivery, or if that is an interest payment date, the next day, and shall bear interest from the interest payment date next preceding its date or May 15, 1969, whichever is later. Notwithstanding Section 6 of Article II of the Original Indenture, any Bond of 1999 Series authenticated and delivered by the Trustee after the close of business on the record date with respect to any interest payment date and prior to such interest payment date shall be dated as of the date next following such interest payment date and shall bear interest from such interest payment date; except that if the Company shall default in the payment of any interest due on such interest payment date, such Bond shall bear interest from the interest payment date to which interest on such Bond has been paid or May 15, 1969, whichever is later.

SECTION 2. The Bonds of 1999 Series shall be registered bonds without coupons, of the denomination of \$1,000 and any multiple of \$1,000, numbered consecutively from R1 upwards.

SECTION 3. The Bonds of 1999 Series and the Trustee's Certificate to be endorsed on the Bonds of 1999 Series shall be substantially in the following forms respectively:

[FORM OF BOND]

WISCONSIN ELECTRIC POWER COMPANY

(Incorporated under the laws of the State of Wisconsin)

FIRST MORTGAGE BOND, 7¼% SERIES DUE 1999

Due May 15, 1999

No. R-----

\$-----

WISCONSIN ELECTRIC POWER COMPANY, a corporation organized and existing under the laws of the State of Wisconsin (hereinafter called the "Company", which term shall include any successor corporation as defined in the Amended Indenture mentioned on the reverse side hereof), for value received, hereby promises to pay to

or registered assigns, on the fifteenth day of May, 1999, the sum of \_\_\_\_\_ Dollars, in any coin or currency of the United States of America which at the time of payment is legal tender for public and private debts, and to pay interest thereon in like coin or currency from the May 15 or November 15 next preceding the date of this Bond at the rate of seven and one-fourth per cent. (7¼%) per annum, payable semi-annually, on the fifteenth days of May and November in each year until maturity, or, if this Bond shall be duly called for redemption, until the redemption date, or, if the Company shall default in the payment of the principal hereof, until the Company's obligation with respect to the payment of such principal shall be discharged as provided in the Amended Indenture. The interest so payable on any May 15 or November 15 will, subject to certain exceptions provided in the indenture dated May 15, 1969, supplemental to the Amended Indenture, be paid to the person in whose name this Bond is registered at the close of business on the last business day which is more than ten days prior to such May 15 or November 15. Both principal of, and interest on, this Bond are payable at the agency of the Company in the City of Milwaukee, Wisconsin, or, at the option of the registered owner hereof, at the

agency of the Company in the Borough of Manhattan, The City of New York.

This Bond shall not be entitled to any benefit under the Amended Indenture or any indenture supplemental thereto, or become valid or obligatory for any purpose, until First Wisconsin Trust Company, the Trustee under the Amended Indenture, or a successor trustee thereto under the Amended Indenture, shall have signed the form of certificate endorsed hereon.

Additional provisions of this Bond are set forth on the reverse hereof and such provisions shall for all purposes have the same effect as though fully set forth at this place.

IN WITNESS WHEREOF, Wisconsin Electric Power Company has caused this Bond to be signed in its name by its President or a Vice President, manually or in facsimile, and its corporate seal (or a facsimile thereof) to be hereto affixed and attested by the manual or facsimile signature of its Secretary or an Assistant Secretary.

Dated,

WISCONSIN ELECTRIC POWER COMPANY,

By \_\_\_\_\_  
President

Attest:

\_\_\_\_\_  
Secretary

[FORM OF TRUSTEE'S CERTIFICATE]

This Bond is one of the Bonds, of the series designated therein, described in the within-mentioned Amended Indenture and Supplemental Indenture of May 15, 1969.

FIRST WISCONSIN TRUST COMPANY,  
Trustee,

By \_\_\_\_\_  
Authorized Officer

## [TEXT APPEARING ON REVERSE SIDE OF BOND]

This Bond is one of a duly authorized issue of Bonds of the Company (herein called the "Bonds"), in unlimited aggregate principal amount, of the series hereinafter specified, all issued and to be issued under and equally secured by a mortgage and deed of trust, dated October 28, 1938, executed by the Company to First Wisconsin Trust Company (herein called the "Trustee"), as Trustee, as amended by the indentures supplemental thereto dated June 1, 1946, May 1, 1952 and April 1, 1958, between the Company and the Trustee (said mortgage and deed of trust, as so amended, being herein called the "Amended Indenture") and all indentures supplemental thereto, to which Amended Indenture and all indentures supplemental thereto reference is hereby made for a description of the properties mortgaged and pledged, the nature and extent of the security, the rights of the bearers or registered owners of the Bonds, of the Company and of the Trustee in respect thereto, and the terms and conditions upon which the Bonds are, and are to be, secured. To the extent permitted by, and as provided in, the Amended Indenture, modifications or alterations of the Amended Indenture, or of any indenture supplemental thereto, and of the rights and obligations of the Company and of the holders of the Bonds and any coupons appertaining thereto may be made with the consent of the Company by an affirmative vote of not less than 75% in amount of the Bonds entitled to vote then outstanding, at a meeting of Bondholders called and held as provided in the Amended Indenture, and by an affirmative vote of not less than 75% in amount of the Bonds of any series entitled to vote then outstanding and affected by such modification or alteration, in case one or more but less than all of the series of Bonds then outstanding under the Amended Indenture are so affected; provided, however, that no such modification or alteration shall be made which will affect the terms of payment of the principal of, or interest or premium (if any) on, this Bond, which are unconditional. The Bonds may be issued in series, for various principal sums, may mature at different times, may bear interest at different rates and may otherwise vary as in the Amended Indenture provided. This Bond is one of a series designated as the "First Mortgage Bonds, 7 $\frac{1}{4}$ % Series due 1999" (herein called "Bonds of 1999 Series") of the Company, issued under and secured by the Amended Indenture and all indentures supplemental thereto and described in the indenture supplemental thereto dated May 15, 1969 (hereinafter called the "Supplemental Indenture of May 15, 1969"), executed by the Company to the Trustee.

The Bonds of 1999 Series are subject to redemption (otherwise than for the Improvement and Sinking Fund provided for in the Supplemental Indenture of May 15, 1969, the Maintenance and Replacement Fund provided for in said Supplemental Indenture and in the supplemental indentures dated June 1, 1946 and March 1, 1949, or upon application of certain moneys included in the trust estate), at any time or from time to time prior to maturity, at the option of the Company, either as a whole or in part, upon payment of the regular redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date; provided, however, that prior to May 15, 1974, no Bonds of 1999 Series may be redeemed, directly or indirectly, from the proceeds of or in anticipation of any refunding operation involving the incurring of debt which has an effective interest cost to the Company, computed in accordance with generally accepted financial practice, of less than 7.298% per annum; all subject to the conditions and as more fully set forth in the Amended Indenture and Supplemental Indenture of May 15, 1969.

The Bonds of 1999 Series are subject to redemption for said Improvement and Sinking Fund, or said Maintenance and Replacement Fund, or upon application of certain moneys included in the trust estate, upon payment of the special redemption prices applicable to the respective periods set forth below, together, in each case, with accrued interest to the redemption date; all subject to the conditions and as more fully set forth in the Supplemental Indenture of May 15, 1969.

If Redeemed During the 12 Months Period Ending May 14	Expressed as Percentages of the Principal Amount of the Bonds	
	Regular Redemption Price	Special Redemption Price
1970-----	107.25	100.00
1971-----	107.01	100.00
1972-----	106.77	100.00
1973-----	106.53	100.00
1974-----	106.29	100.00
1975-----	106.05	100.00
1976-----	105.80	100.00
1977-----	105.56	100.00
1978-----	105.32	100.00
1979-----	105.08	100.00

If Redeemed During the 12 Months Period Ending May 14	Expressed as Percentages of the Principal Amount of the Bonds	
	Regular Redemption Price	Special Redemption Price
1980.....	104.84	100.00
1981.....	104.60	100.00
1982.....	104.35	100.00
1983.....	104.11	100.00
1984.....	103.87	100.00
1985.....	103.63	100.00
1986.....	103.39	100.00
1987.....	103.15	100.00
1988.....	102.90	100.00
1989.....	102.66	100.00
1990.....	102.42	100.00
1991.....	102.18	100.00
1992.....	101.94	100.00
1993.....	101.70	100.00
1994.....	101.45	100.00
1995.....	101.21	100.00
1996.....	100.97	100.00
1997.....	100.73	100.00
1998.....	100.49	100.00
1999.....	100.25	100.00

Notice of redemption shall be mailed, not less than thirty days nor more than sixty days prior to the redemption date, to all registered owners of the Bonds to be redeemed, at their addresses as the same shall appear on the transfer register of the Company; all subject to the conditions and as more fully set forth in the Amended Indenture and the Supplemental Indenture of May 15, 1969. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

In case an event of default, as defined in the Amended Indenture, shall occur, the principal of all the Bonds at any such time outstanding under the Amended Indenture and all indentures supplemental thereto may be declared or may become due and payable, upon the conditions and in the manner and with the effect provided in the Amended Indenture. The Amended Indenture provides that such declaration may in



certain events be waived by the holders of a majority in principal amount of the Bonds outstanding.

This Bond is transferable by the registered owner hereof, in person or by duly authorized attorney, on the books of the Company to be kept for that purpose at the agency of the Company in the Borough of Manhattan, The City of New York, and at the agency of the Company in the City of Milwaukee, Wisconsin, upon surrender and cancellation of this Bond and on presentation of a duly executed written instrument of transfer, and thereupon a new registered Bond or Bonds of the same series, of the same aggregate principal amount and in authorized denominations, will be issued to the transferee or transferees in exchange herefor; and this Bond, with or without others of like series, may in like manner be exchanged for one or more new registered Bonds of the same series of other authorized denominations but of the same aggregate principal amount; all subject to the terms and conditions set forth in the Amended Indenture.

No recourse shall be had for the payment of the principal of, or the interest on, this Bond, or for any claim based hereon or on the Amended Indenture or any indenture supplemental thereto, against any incorporator, or against any stockholder, director or officer, as such, past, present or future, of the Company, or of any predecessor or successor corporation, either directly or through the Company or any such predecessor or successor corporation, whether for amounts unpaid on stock subscriptions or by virtue of any constitution, statute or rule of law, or by the enforcement of any assessment or penalty or otherwise, all such liability, whether at common law, in equity, by any constitution, statute or otherwise, of incorporators, stockholders, directors or officers, as such, being released by every owner hereof by the acceptance of this Bond and as part of the consideration for the issue hereof, and being likewise released by the terms of the Amended Indenture.

SECTION 4. Until Bonds of 1999 Series in definitive form are ready for delivery, the Company may execute, and upon its request in writing the Trustee shall authenticate and deliver, in lieu thereof, Bonds of 1999 Series in temporary form, as provided in Section 9 of Article II of the Original Indenture. Such Bonds of 1999 Series in temporary form may, in lieu of the statement of the specific redemption prices required to be set forth in such Bonds in definitive form, include a reference to this Supplemental Indenture for a statement of such redemption prices.

## ARTICLE II.

## ISSUE OF BONDS OF 1999 SERIES.

SECTION 1. The principal amount of Bonds of 1999 Series which may be authenticated and delivered hereunder is not limited except as the Original Indenture limits the principal amount of Bonds which may be issued thereunder.

SECTION 2. Bonds of 1999 Series for the aggregate principal amount of Forty million Dollars (\$40,000,000); being the initial issue of Bonds of 1999 Series, may forthwith be executed by the Company and delivered to the Trustee and shall be authenticated by the Trustee and delivered (either before or after the filing or recording hereof) to or upon the order of the Company, upon receipt by the Trustee of the resolutions, certificates, instruments and opinions required by Sections 3 and 4 of Article III and by Article XVIII of the Original Indenture.

## ARTICLE III.

## REDEMPTION.

SECTION 1. The Bonds of 1999 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable (otherwise than for the Improvement and Sinking Fund provided in Article IV hereof, or the Maintenance and Replacement Fund provided in Article IV hereof, and otherwise than pursuant to Section 8 of Article VIII of the Original Indenture except that, in the case of moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture, redemption pursuant to said Section 8 of said Article VIII shall be at the regular redemption prices referred to below), at any time or from time to time prior to maturity, at the option of the Board of Directors of the Company, either as a whole or in part, upon payment of the regular redemption prices applicable to the respective periods set forth in the form of Bonds of 1999 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date; provided, however, that prior to May 15, 1974, no Bonds of 1999 Series may be redeemed, directly or indirectly, from the proceeds of or in anticipation of any refunding operation involving the incurring of debt which has an effective interest

cost to the Company, computed in accordance with generally accepted financial practice, of less than 7.298% per annum.

The Bonds of the 1999 Series shall, subject to the provisions of Article V of the Original Indenture, be redeemable through the operation of the Improvement and Sinking Fund or the Maintenance and Replacement Fund provided in Article IV hereof, or pursuant to Section 8 of Article VIII of the Original Indenture (otherwise than with moneys deposited with the Trustee pursuant to Section 5 of Article III of the Original Indenture), upon payment of the special redemption prices applicable to the respective periods set forth in the form of Bonds of 1999 Series in Section 3 of Article I hereof, together, in each case, with accrued interest to the redemption date.

SECTION 2. Notice of redemption shall be sufficiently given if mailed, postage prepaid, not less than thirty days and not more than sixty days prior to the date fixed for redemption, to the registered owners of the Bonds to be redeemed, at their addresses as the same shall appear on the transfer register of the Company. Any notice so mailed shall be conclusively presumed to have been duly given, whether or not the owner receives it.

#### ARTICLE IV.

##### IMPROVEMENT AND SINKING FUND AND MAINTENANCE AND REPLACEMENT FUND.

SECTION 1. The Company covenants and agrees that, so long as any Bonds of 1999 Series are outstanding, it will, on or before April 30 of each year beginning with the year 1972 deposit with the Trustee an amount in cash and/or a principal amount of issued Bonds of any series not theretofore made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture or of this Supplemental Indenture, equal in the aggregate to one per cent. (1%) of (a) the greatest aggregate principal amount of Bonds of 1999 Series outstanding at any one time prior to January 1 of such year less (b) the aggregate principal amount of all issued Bonds of 1999 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such deposit; provided, however, that in each year there shall be credited against the amount of cash and/or principal amount of Bonds so required to be deposited

with the Trustee an amount equal to sixty per cent (60%) of the amount of net bondable value of property additions not subject to an unfunded prior lien which the Company then elects to make the basis of a credit under this Section.

On or before April 30 of each such year beginning with the year 1972 the Company shall deliver to the Trustee:

(a) an officers' certificate which shall state:

(1) the greatest aggregate principal amount of Bonds of 1999 Series outstanding at any one time prior to January 1 of such year; and

(2) the aggregate principal amount of all issued Bonds of 1999 Series retired pursuant to Section 8 of Article VIII of the Original Indenture prior to the date of such officers' certificate;

and

(b) if the Company elects in such year to make the basis of a credit under this Section any amount of net bondable value of property additions not subject to an unfunded prior lien, the certificates, instruments, opinions, prior lien bonds and cash prescribed in subsections (a) to (g), inclusive, of Section 4 of Article III of the Original Indenture, except that such documents shall refer to the reduction of cash rather than to the issue of Bonds or the withdrawal of cash.

So long as any of the Bonds of 1999 Series are outstanding, property additions used as the basis of a credit under this Section shall not thereafter be made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

All coupon Bonds delivered by the Company to the Trustee pursuant to the provisions of this Section shall be accompanied by all unmatured coupons appertaining thereto, and all registered Bonds without coupons and all coupon Bonds registered as to principal so delivered shall be accompanied by duly executed instruments of transfer.

Notwithstanding any other provisions of the Original Indenture or of this Supplemental Indenture, the Company shall be permitted from time to time to anticipate in whole or in part the requirements of this Section becoming due on April 30 of the then current year and the two

succeeding years, by depositing cash and/or a principal amount of issued Bonds of any series with the Trustee in full satisfaction or in partial satisfaction of the requirements of this Section.

All cash paid to the Trustee pursuant to the provisions of this Section shall be held in trust, but not as part of the trust estate, for the benefit of the holders of the Bonds of 1999 Series.

The Trustee, upon receipt of cash pursuant to the provisions of this Section, shall forthwith proceed to apply the same toward the purchase of issued Bonds of 1999 Series, in an aggregate principal amount not exceeding the amount of cash deposited, on any securities exchange or in the open market or at private sale at the price or prices most favorable to the Company in the judgment of the Trustee; provided, however, that no Bonds of 1999 Series shall be purchased at such price (including accrued interest and brokerage) that the cost thereof to the Company would exceed the cost of redeeming such Bonds of 1999 Series on a date forty days after the date of such purchase (including in such cost the premium, if any, and accrued interest from the interest date next preceding the date of purchase to such redemption date).

Notwithstanding the foregoing provisions of this Section, the Company, at the time of paying to the Trustee any Improvement and Sinking Fund payment, or at any time or from time to time thereafter, may, by a request in writing signed in the name of the Company by its President or any Vice President, and its Treasurer or any Assistant Treasurer, accompanied by a certified resolution of the Board of Directors authorizing or directing the Trustee to apply an amount therein specified to the redemption of Bonds of 1999 Series, direct the Trustee to apply such Improvement and Sinking Fund payment or any part thereof (not theretofore disbursed by the Trustee for the purchase of Bonds of 1999 Series or required for the purchase of Bonds of 1999 Series under offers or proposals theretofore accepted by the Trustee) to the redemption of Bonds of 1999 Series, and in such event the amount so specified is hereby required to be applied promptly to the redemption of Bonds of 1999 Series. Upon receipt of such instrument in writing and certified resolution of the Board of Directors, the Trustee shall select, in any manner determined by the Trustee to be equitable, from the Bonds of 1999 Series, the particular Bonds of 1999 Series or portions thereof to be redeemed, in an aggregate principal amount

sufficient to exhaust as nearly as may be the full amount so specified and within ten days after the receipt of such instrument in writing and certified resolution the Trustee shall notify the Company of the particular Bonds of 1999 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Notwithstanding any other provisions of this Section, if moneys in excess of the sum of Fifty thousand Dollars (\$50,000) deposited with the Trustee pursuant to this Section (except moneys which have theretofore been set aside for the purchase of Bonds of 1999 Series or for the redemption of Bonds of 1999 Series called for redemption) shall have remained on deposit for a period of ninety days, such moneys so remaining on deposit shall promptly thereafter be applied by the Trustee to the redemption of issued Bonds of 1999 Series. In such case the Trustee shall select, in any manner determined by the Trustee to be equitable, from the Bonds of 1999 Series the particular Bonds of 1999 Series or portions thereof to be redeemed in an aggregate principal amount sufficient to exhaust as nearly as may be the full amount of cash remaining on deposit with the Trustee pursuant to this Section and shall notify the Company of the particular Bonds of 1999 Series or portions thereof to be redeemed. The Company shall thereupon cause notice of such redemption to be given.

Any Bonds delivered to, and any Bonds of 1999 Series purchased or redeemed by, the Trustee pursuant to the provisions of this Section shall forthwith be cancelled by the Trustee and shall not be reissued, and, so long as any Bonds of 1999 Series are outstanding, no Bonds so delivered and cancelled, and no Bonds of 1999 Series so purchased or redeemed and cancelled, shall be made the basis for the authentication and delivery of Bonds or the withdrawal of cash or the reduction of the amount of cash required to be paid to the Trustee under any provision of the Indenture.

SECTION 2. The Company covenants and agrees that, so long as any of the Bonds of 1999 Series are outstanding, it will provide a Maintenance and Replacement Fund (herein called the Maintenance and Replacement Fund), as follows—

(A) The Company will, so long as any Bonds of 1976 Series remain outstanding, make the payments or deliver Bonds to the Trustee in accordance with and as required by the Maintenance Fund for the Bonds of 1976 Series (Section 2 of Part IV of

the Supplemental Indenture of June 1, 1946) and comply with all the covenants and provisions of said Maintenance Fund as set forth in said Section 2 of Part IV;

(B) When no Bonds of 1976 Series remain outstanding, the Company agrees that it will, on or before April 30 in each year, make the payments to the Trustee for the maintenance and replacement requirement as provided in Paragraph (B) of Section 2 of Article IV of the Supplemental Indenture of March 1, 1949, and will comply with all the covenants and provisions with respect to such maintenance and replacement requirement contained in said Section 2, and will be entitled to the privilege of using gross property additions in the manner provided therein when the Bonds of 1976 Series no longer remain outstanding, which covenants and provisions are hereby continued in effect so long as any of the Bonds of 1999 Series are outstanding. Nothing in this Supplemental Indenture shall be deemed to prohibit the withdrawal by the Company, upon compliance with the provisions of Section 1 of Article VIII of the Original Indenture, of any cash deposited with the Trustee under this Paragraph (B).

Any Bonds of 1999 Series delivered to, or purchased or redeemed by, the Trustee pursuant to the Maintenance and Replacement Fund, shall forthwith be cancelled by the Trustee and shall not be reissued.

SECTION 3. Upon the purchase or redemption by the Trustee of any Bonds pursuant to the provision of this Article IV:

(a) The Company shall pay to the Trustee all interest up to but not including the day of purchase or redemption, as the case may be, on all Bonds so purchased or redeemed, together with cash in the amount, if any, by which the aggregate purchase or redemption price (excluding interest) paid by the Trustee exceeds the aggregate principal amount of the Bonds purchased or redeemed. All costs of giving notice and all brokerage charges shall be paid by the Company, or, if paid by the Trustee, shall forthwith be paid to it by the Company upon demand.

(b) The Trustee shall pay to or upon the order of the Treasurer or an Assistant Treasurer of the Company, from any moneys deposited with the Trustee under Sections 1 or 2 of this Article IV, an amount equal to the amount by which the aggregate

principal amount of Bonds purchased exceeds the aggregate purchase price (less interest) paid by the Trustee for such Bonds.

SECTION 4. No moneys received by the Trustee pursuant to any provision of the Indenture other than this Article IV, and no Bonds purchased or redeemed with such moneys pursuant to Section 8 of Article VIII of the Original Indenture, shall be credited at any time to or on account of the Improvement and Sinking Fund or the Maintenance and Replacement Fund provided for in this Article IV.

## ARTICLE V.

### ADDITIONAL PARTICULAR COVENANTS OF THE COMPANY.

The Company hereby covenants, warrants and agrees:

SECTION 1. That, so long as any Bonds of 1999 Series are outstanding, the Company will not make any restricted payment on its Common Stock, as such term is defined in Section 2 of this Article V, if, after giving effect to such restricted payment,

(a) the aggregate of all restricted payments made by the Company during the period commencing January 1, 1969 and ending on the last day of the third month preceding the month in which such restricted payment is made,

shall exceed

(b) the sum of \$54,785,841 plus the net income of the Company during such period applicable to the Common Stock of the Company.

SECTION 2. The terms "restricted payment" and "restricted payment on its Common Stock", as such terms are used in this Article V, shall mean and include the declaration and payment of any dividend on the Common Stock of the Company (other than dividends payable solely in shares of Common Stock), the making of any other distribution on and the acquisition for value of any shares of its Common Stock (except in exchange for shares of Common Stock).

SECTION 3. That the Company is lawfully seized and possessed of all of the mortgaged property described in Schedule A to this Supplemental Indenture; that it has good right and lawful authority to



mortgage the same as provided in this Supplemental Indenture; and that such mortgaged property is, at the actual date of the initial issue of the Bonds of 1999 Series, free and clear of any deed of trust, mortgage, lien, charge or encumbrance thereon or affecting the title thereto prior to the Indenture, except as set forth in the granting clauses of the Indenture or this Supplemental Indenture.

## ARTICLE VI.

### ARTICLE IV AND SECTION 1 OF ARTICLE V LIMITED.

The provisions of Article IV and Section 1 of Article V above shall be binding upon the Company and effective so long, but only so long, as any Bonds of 1999 Series are outstanding.

## ARTICLE VII.

### THE TRUSTEE.

The Trustee hereby accepts the trusts hereby declared and provided, and agrees to perform the same upon the terms and conditions in the Original Indenture and in this Supplemental Indenture set forth, and upon the following terms and conditions.

The Trustee shall not be responsible in any manner whatsoever for or in respect of the validity or sufficiency of this Supplemental Indenture or the due execution hereof by the Company or for or in respect of the recitals contained herein, all of which recitals are made by the Company solely.

## ARTICLE VIII.

### MISCELLANEOUS PROVISIONS.

All terms contained in this Supplemental Indenture and not defined herein shall, for all purposes hereof, have the meanings given to such terms in Article I of the Original Indenture.

Although this Supplemental Indenture for convenience and for the purpose of reference is dated May 15, 1969, the actual date of execution by the Company and by the Trustee is as indicated by their respective acknowledgments hereto annexed.

This Supplemental Indenture may be simultaneously executed in any number of counterparts, each of which when so executed shall be deemed to be an original; but such counterparts shall together constitute but one and the same instrument.

IN WITNESS WHEREOF, said Wisconsin Electric Power Company has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; and said First Wisconsin Trust Company, in evidence of its acceptance of the trust hereby created, has caused this Supplemental Indenture to be executed on its behalf by its President or one of its Vice Presidents, and its corporate seal to be hereto affixed and said seal and this Supplemental Indenture to be attested by its Secretary or one of its Assistant Secretaries; all as of the fifteenth day of May, One thousand nine hundred and sixty-nine.

WISCONSIN ELECTRIC POWER COMPANY,

By /s/ JOHN G. QUALE  
John G. Quale  
President.

[CORPORATE SEAL]

Attested:

/s/ H. P. CHAMBERLIN  
H. P. Chamberlin  
Secretary.

Signed, sealed and delivered by  
WISCONSIN ELECTRIC POWER  
COMPANY in the presence of:

/s/ H. L. WARHANEK  
H. L. Warhanek

/s/ R. B. FISHER  
R. B. Fisher  
As Witnesses.

FIRST WISCONSIN TRUST COMPANY,

By /s/ H. G. WINES  
H. G. WINES  
Vice President.

[CORPORATE SEAL]

Attested:

/s/ M. H. KLUG  
M. H. Klug  
Assistant Secretary.

Signed, sealed and delivered by  
FIRST WISCONSIN TRUST COM-  
PANY in the presence of:

/s/ LARRY H. FALTZ  
Larry H. Faltz

/s/ ERIC HAGERUP  
Eric Hagerup  
As Witnesses.

STATE OF WISCONSIN,     }  
COUNTY OF MILWAUKEE.   } ss.:

On this 15th day of May, 1969, before me personally appeared JOHN G. QUALE and H. P. CHAMBERLIN, to me personally known, who, being by me severally duly sworn, did say: that John G. Quale is President and H. P. Chamberlin is Secretary of WISCONSIN ELECTRIC POWER COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said John G. Quale and H. P. Chamberlin severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ J. H. GOETSCH  
J. H. Goetsch  
Notary Public  
State of Wisconsin  
My Commission expires on July 19, 1970  
[Seal of Notary Public]

STATE OF WISCONSIN,     }  
COUNTY OF MILWAUKEE.   } ss.:

On this 15th day of May, 1969, before me personally appeared H. G. WINES and M. H. KLUG, to me personally known, who, being by me severally duly sworn, did say: that H. G. Wines is a Vice President and M. H. Klug is an Assistant Secretary of FIRST WISCONSIN TRUST COMPANY, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors; and said H. G. Wines and M. H. Klug severally acknowledged said instrument to be the free act and deed of said corporation.

/s/ L. J. FREITAG  
L. J. Freitag  
Notary Public  
State of Wisconsin  
My Commission expires on January 2, 1972  
[Seal of Notary Public]

This instrument was drafted by David S. Henkel  
on behalf of Wisconsin Electric Power Company.

**SCHEDULE A****Description of Properties****Parcels of Real Estate**

The following described parcels of real estate, all of which are located in the State of Wisconsin in the respective counties hereinafter specified:

**BROWN COUNTY**

1. Transmission Line Land: The North 8 rods of the South 74 rods of the East 10 rods of the SE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 8, Township 21 north, Range 20 east.

**DODGE COUNTY**

2. Theresa Substation: That part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 10, Township 12 north, Range 17 east, bounded and described as follows: Beginning at a point in the center line of State Trunk Highways 175 and 67, said point being 400.12 feet north of the south line of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 10 and 105.60 feet west of the east line of said NW  $\frac{1}{4}$ ; running thence north along said center line, a distance of 336.45 feet to the place of beginning of the land to be described; thence South  $89^{\circ} 12'$  West and parallel with the south line of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said section, a distance of 320 feet to a point; thence north and parallel with the center line of said highway, a distance of 180.00 feet to a point; thence North  $89^{\circ} 12'$  East and parallel with the south line of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said section, a distance of 320.00 feet to a point in the center line of said highway; thence south along said center line, a distance of 180.00 feet to the place of beginning; subject to the east 33 feet for highway purposes.

**FOND DU LAC COUNTY**

3. Addition to Campbellsport Substation: All that part of the E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 14, Township 13 north, Range 18 east, bounded and described as follows: Beginning at a point which is the southeast corner of the premises of Wisconsin Electric Power Company as described in that certain Warranty Deed recorded in the office of the Register of Deeds for Fond du Lac County in Volume 292 of Deeds on Page 241 as Document No. 59970; running thence south and

parallel with the east line of said Section 14, a distance of 85 feet to a point; thence west and parallel with the north line of said section, a distance of 264 feet to a point; thence north and parallel with the east line of said section, a distance of 85 feet to a point, said point being the southwest corner of said premises of said company; thence east along the south line of said premises, a distance of 264 feet to the place of beginning.

4. New Fane Substation: That part of the E  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 35, Township 13 north, Range 19 east, bounded and described as follows: Beginning at the northeast corner of the NW  $\frac{1}{4}$  of said Section 35; running thence west along the north line of said section, a distance of 180 feet to a point; thence South  $00^{\circ} 56'$  West and parallel with the east line of said NW  $\frac{1}{4}$ , a distance of 250 feet to a point; thence east and parallel with the north line of said section, a distance of 180 feet to a point in the east line of said NW  $\frac{1}{4}$ ; thence North  $00^{\circ} 56'$  East along said east line, a distance of 250 feet to the place of beginning; subject to Mill Road on the north.

5. Byron Substation: That part of the S  $\frac{1}{2}$  of the NW  $\frac{1}{4}$  of Section 34, Township 14 north, Range 17 east, bounded and described as follows: Beginning at a point in the east line of the NW  $\frac{1}{4}$  of said Section 34, said point being 1152.2 feet north of the southeast corner of said NW  $\frac{1}{4}$ ; running thence north along the east line of said NW  $\frac{1}{4}$ , a distance of 180.00 feet to a point; thence North  $89^{\circ} 20'$  West, a distance of 250.00 feet to a point; thence south and parallel with the east line of said NW  $\frac{1}{4}$ , a distance of 180.00 feet to a point; thence South  $89^{\circ} 20'$  East, a distance of 250.00 feet to the place of beginning; subject to State Trunk Highway 175 on the east.

#### JEFFERSON COUNTY

6. Fort Atkinson Substation: All that part of the NE  $\frac{1}{4}$  of Section 32, Township 6 north, Range 14 east, bounded and described as follows: Beginning at the northwest corner of the NE  $\frac{1}{4}$  of said Section 32; running thence east along the north line of said section, a distance of 400.00 feet to a point; thence South  $02^{\circ} 06'$  East and parallel with the west line of said NE  $\frac{1}{4}$ , a distance of 600.00 feet to a point; thence west and parallel with the north line of said NE  $\frac{1}{4}$ , a distance of 400.00 feet to a point in the west line of said NE  $\frac{1}{4}$ ; thence north along said west line, a distance of 600.00 feet to the place of beginning; subject to County Trunk Highway C on the north.

7. Evergreen Substation: That part of the NE  $\frac{1}{4}$  of Section 33, Township 6 north, Range 14 east, bounded and described as follows: Beginning at a point in the south line of the NE  $\frac{1}{4}$  of said Section 33, said point being 241 feet west of the southeast corner of said NE  $\frac{1}{4}$ ; running thence west along said south line of said NE  $\frac{1}{4}$ , a distance of 250 feet to a point in the center line of County Trunk Highway K; thence North  $00^{\circ} 17'$  East along said center line, a distance of 180 feet to a point; thence east and parallel with said south line of said NE  $\frac{1}{4}$ , a distance of 250 feet to a point; thence South  $00^{\circ} 17'$  West, a distance of 180 feet to the place of beginning; subject to County Trunk Highway K on the west.

#### KENOSHA COUNTY

8. Salem Substation: That part of the NW  $\frac{1}{4}$  of Section 23, Township 1 north, Range 20 east, bounded and described as follows: Beginning at the southeast corner of the NW  $\frac{1}{4}$  of said Section 23; running thence north along the east line of said NW  $\frac{1}{4}$ , a distance of 1319.80 feet to a point; thence South  $89^{\circ} 57'$  West, a distance of 882.40 feet to the place of beginning of the land to be described; thence south and parallel with the east line of said NW  $\frac{1}{4}$ , a distance of 180.00 feet to a point; thence South  $89^{\circ} 57'$  West, a distance of 196.80 feet to a point in the center line of State Trunk Highway 83; thence North  $16^{\circ} 28'$  West along said center line, a distance of 187.65 feet to a point; thence North  $89^{\circ} 57'$  East, a distance of 250.00 feet to the place of beginning; subject to State Trunk Highway 83 on the west.

#### MILWAUKEE COUNTY

9. Miscellaneous Property: All that part of Block 75 in the Plat of the Town of Milwaukee on the West Side of the River, in the SE  $\frac{1}{4}$  of Section 29, Township 7 north, Range 22 east, in the City of Milwaukee, including part of the vacated north and south alley in said block and part of vacated West Clybourn Street, bounded and described as follows: Beginning at a point 25 feet south of the northeast corner of Lot 9 in said Block 75; running thence south along the west line of North Second Street, a distance of 190.69 feet to a point 15 feet south of the southeast corner of Lot 16 in said block; thence west and parallel with the south line of said block, a distance of 320.88 feet to the east line of North Third Street; thence north along the east line of North Third Street, a distance of 190.90 feet to a point 25 feet south of the northwest corner of Lot 10 in said block; thence east on a line

25 feet south of the north line of said Lots 10 and 9, a distance of 320.86 feet to the place of beginning.

10. Addition to O'Connor Substation: Lots 8, 23 and 24, and that part of Lots 9, 21 and 22, Block 5, Euclid Park Subdivision, in the NW  $\frac{1}{4}$  of Section 34, Township 7 north, Range 21 east, which lie north of a line drawn from a point 3 feet south of the northwest corner of said Lot 9 southeasterly in a straight line to a point in the east line of said Lot 21, 23 feet south of the northeast corner thereof; excepting therefrom the following described parcel of land:

Beginning at a point in the northeast corner of said Lot 22, thence south along the east line of said Lots 21 and 22, a distance of 63 feet to a point; thence North  $77^{\circ} 46' 31''$  West, a distance of 11.87 feet to a point in a curve; thence northerly along a curve whose radius is 135 feet and bears North  $75^{\circ} 24' 15''$  West and whose chord is 34.38 feet and bears North  $04^{\circ} 48' 23''$  East, a distance of 34.45 feet to a point; thence northeasterly to the place of beginning.

The foregoing land comprises a part of the property conveyed to the Company by Wisconsin General Railway and previously excepted from the lien of the Indenture by the Supplemental Indenture of June 1, 1946.

11. Boundary Substation: That part of the NW  $\frac{1}{4}$  of Section 7, Township 8 north, Range 21 east, City of Milwaukee, bounded and described as follows: Beginning at a point in the north line of said Section 7, said point being 451.07 feet east of the northwest corner of said section; running thence east along the north line of said section, a distance of 120 feet to a point; thence South  $03^{\circ} 36' 54''$  West, a distance of 1316.68 feet to a point; thence North  $89^{\circ} 50' 43''$  West, a distance of 120 feet to a point; thence North  $03^{\circ} 36' 54''$  East, a distance of 1316.40 feet to the place of beginning; excepting the north 33 feet.

12. Transmission Line Land: The north 132.16 feet of the south 1453.76 feet of the east 329.6 feet of the SW  $\frac{1}{4}$  of Section 23, Township 6 north, Range 21 east, City of Greenfield.

#### OZAUKEE COUNTY

13. Waubeka Substation: That part of the E  $\frac{1}{2}$  of the NE  $\frac{1}{4}$  of Section 33, Township 12 north, Range 21 east, bounded and described



as follows: Beginning at a point in the north line of said Section 33, said point being 466.60 feet west of the northeast corner of said section; running thence south and perpendicular to the north line of said section, a distance of 250 feet to a point; thence west and parallel with said north line, a distance of 180 feet to a point; thence north and perpendicular to the north line of said section, a distance of 250 feet to a point in the north line of said section; thence east along the north line of said section, a distance of 180 feet to the place of beginning; subject to County Trunk Highway A on the north.

14. Transmission Line Land: All that part of the NE  $\frac{1}{4}$  of Section 2, Township 10 north, Range 21 east, bounded and described as follows: Beginning at the northeast corner of said Section 2; running thence west along the north line of said section, a distance of 1056.80 feet to a point; thence South  $01^{\circ} 19'$  East, a distance of 642.80 feet to the place of beginning of the land to be described; thence west, a distance of 855.40 feet to a point; thence north, a distance of 642.60 feet to a point in the north line of said section; thence west along said north line, a distance of 33.00 feet to a point; thence south, a distance of 431.80 feet to a point; thence west, a distance of 668.50 feet to a point which is 16.50 feet east of the west line of the NE  $\frac{1}{4}$  of said section; thence South  $00^{\circ} 11'$  West and parallel with said west line, a distance of 1290.25 feet to a point; thence North  $88^{\circ} 30'$  East, a distance of 646.93 feet to a point; thence South  $03^{\circ} 14'$  East, a distance of 43.10 feet to a point; thence North  $88^{\circ} 00'$  East, a distance of 658.76 feet to a point; thence North  $00^{\circ} 48'$  West, a distance of 38.15 feet to a point; thence North  $87^{\circ} 12'$  East, a distance of 256.11 feet to a point; thence North  $00^{\circ} 58'$  West, a distance of 1033.69 feet to the place of beginning.

Also that part of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of Section 2, Township 10 north, Range 21 east, bounded and described as follows: Beginning at the southeast corner of the NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$  of said Section 2; running thence North  $00^{\circ} 00'$  East along the east line of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , a distance of 200.88 feet to a point; thence South  $42^{\circ} 45' 30''$  West, a distance of 150.17 feet to a point; thence South  $66^{\circ} 13' 30''$  West, a distance of 292.21 feet to a point in the south line of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ ; thence North  $88^{\circ} 20'$  East along the south line of said NE  $\frac{1}{4}$  of the NW  $\frac{1}{4}$ , a distance of 369.52 feet to the place of beginning.

## SHEBOYGAN COUNTY

15. Adell Substation: That part of the NE  $\frac{1}{4}$  of Section 2, Township 13 north, Range 21 east, bounded and described as follows: Beginning at a point in the north line of said Section 2, said point being 1315.85 feet west of the northeast corner of said section; running thence South  $01^{\circ} 31'$  West along the west line of said NE  $\frac{1}{4}$ , a distance of 250.0 feet to a point; thence east and parallel with the north line of said section, a distance of 180.0 feet to a point; thence North  $01^{\circ} 31'$  East, a distance of 250.0 feet to a point in said north line; thence west along said north line, a distance of 180.0 feet to the place of beginning; subject to County Trunk Highway W on the north.

16. Addition to Haven Power Plant Site: All of Government Lot 2 in Section 15, Township 16 north, Range 23 east, including riparian rights.

## WALWORTH COUNTY

17. East Troy Substation: That part of the E  $\frac{1}{2}$  of the E  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of Section 20, Township 4 north, Range 18 east, Village of East Troy, bounded and described as follows: Beginning at a point in the north line of the SW  $\frac{1}{4}$  of said Section 20, said point being 487.51 feet west of the northeast corner of the SW  $\frac{1}{4}$  of said Section 20 and 173.01 feet east of the west line of the E  $\frac{1}{2}$  of the E  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of said section; running thence South  $01^{\circ} 03'$  West along the center line of a 66 foot right of way (as described in Deeds, Volume 623, Page 359), a distance of 373.11 feet to the place of beginning of the land to be described; thence continuing South  $01^{\circ} 03'$  West along said center line of said right of way, a distance of 150.00 feet to a point in the north line of the Village of East Troy Electric Railroad right of way; thence South  $62^{\circ} 31'$  West along a chord of said Electric Railroad right of way, a distance of 196.93 feet to a point in the west line of the E  $\frac{1}{2}$  of the E  $\frac{1}{2}$  of the SW  $\frac{1}{4}$  of said section; thence North  $01^{\circ} 03'$  East along said west line, a distance of 240.90 feet to a point; thence east and parallel with the north line of the SW  $\frac{1}{4}$  of said section, a distance of 173.01 feet to the place of beginning; subject to a public roadway on the east 33 feet.

18. Elkhorn Substation: All that part of Lot 5, Block 4, Elderkin's Addition to the City of Elkhorn described as follows: Beginning at a point in said Lot 5, Block 4, said point being 53 feet south of the

north line and 132.5 feet east of the west line of said Block 4; running thence east and parallel with the north line of said block, a distance of 14.5 feet to a point; thence south and parallel with the west line of said block, a distance of 65.12 feet to the south line of said block; thence northwesterly, 15.71 feet to a point, said point being 13.75 feet southeasterly of the southwest corner of said Lot 5, as measured along the south line of said block; thence north and parallel with the west line of said block, a distance of 60.75 feet to the place of beginning.

#### WASHINGTON COUNTY

19. Newberg Substation: That part of the NE  $\frac{1}{4}$  of Section 13, Township 11 north, Range 20 east, bounded and described as follows: Beginning at a point in the north line of said Section 13, said point being 722.80 feet east of the northwest corner of the NE  $\frac{1}{4}$  of said Section 13; running thence east along the north line of said section, a distance of 250 feet to a point; thence south and perpendicular to said north line, a distance of 200 feet to a point; thence west and parallel with said north line, a distance of 375.38 feet to a point; thence northeasterly along a curve to the left (said curve has a radius of 1548 feet, an arc of 236.25 feet, and a chord of 236.05 feet bearing North  $32^{\circ} 05'$  East) to the place of beginning; subject to Congress Drive on the northwest.

20. Jackson Substation: That part of Outlot 87 in Assessor's Plat of the Village of Jackson in the NE  $\frac{1}{4}$  of the NE  $\frac{1}{4}$  of Section 19, Township 10 north, Range 20 east, bounded and described as follows: Beginning at a point in the east line of said Section 19, said point being 678.25 feet south of the northeast corner of said section; running thence South  $00^{\circ} 16'$  East along said east line, a distance of 180.00 feet to a point; thence North  $88^{\circ} 20'$  West, a distance of 250.00 feet to a point; thence North  $00^{\circ} 16'$  West, a distance of 180.00 feet to a point; thence South  $88^{\circ} 20'$  East, a distance of 250.00 feet to the place of beginning; subject to Jackson Drive on the east.

21. Wayne Substation: That part of the NE  $\frac{1}{4}$  of the SE  $\frac{1}{4}$  of Section 15, Township 12 north, Range 18 east, bounded and described as follows: Beginning at a point in the east line of said Section 15, said point being 1328.85 feet north of the southeast corner of said section; running thence North  $88^{\circ} 16'$  West, a distance of 250.00 feet to a point; thence North and parallel with the east line of said section, a distance

of 180.00 feet to a point; thence South  $88^{\circ} 16'$  East, a distance of 250.00 feet to a point in said east line; thence south along said east line, a distance of 180.00 feet to the place of beginning; subject to County Trunk Highway W on the east.

#### WAUKESHA COUNTY

22. Wales Substation: That part of the SW  $\frac{1}{4}$  of Section 4, Township 6 north, Range 18 east, Village of Wales, bounded and described as follows: Beginning at a point in the west line of said Section 4, said point being 854.12 feet south of the northwest corner of the SW  $\frac{1}{4}$  of said section; running thence east and perpendicular to said west line, a distance of 184.65 feet to a point; thence north and parallel with said west line, a distance of 275.7 feet to a point; thence South  $49^{\circ} 44'$  East, a distance of 183.5 feet to a point; thence south and parallel with said west line, a distance of 187.1 feet to a point; thence west, a distance of 324.64 feet to a point in said west line; thence north along said west line, a distance of 30 feet to the place of beginning; excepting therefrom premises described in Award of Damages recorded on December 24, 1954 in Volume 653 of Deeds on Page 493 as Document No. 408779.

23. Wirth Park Substation: The north 174.30 feet of the east 250 feet of the SE  $\frac{1}{4}$  of Section 15, Township 7 north, Range 20 east, City of Brookfield; excepting and reserving therefrom the east 60 feet for public roadway purposes.

#### Electric Transmission Lines

The following electric transmission lines located in the State of Wisconsin, reference to which shall not be deemed to exclude any other such lines or any distribution lines not mentioned:

Line 185: A 345,000 volt, single circuit line, approximately 23.6 miles in length, on wood H-frames, extending from a point of junction in Section 32, Town of Scandinavia, with the line described as Line 166—Section C in the Tenth Supplemental Indenture, westerly and southerly through a portion of the Town of Scandinavia in Waupaca County and through the Town of Lanark in Portage County, and westerly and northerly through portions of the Towns of Buena Vista and Plover and the City of Stevens Point, all in Portage County, to a connection in Section 6, City of Stevens Point, with the facilities of Wisconsin Public Service Corporation.

Line 186: A 138,000 volt, single circuit line, approximately 20.1 miles in length, of which approximately 6.3 miles is on wood H-frames and 13.8 miles is on double circuit steel towers of the line described as Line 166—Section B in the Tenth Supplemental Indenture, extending from the Saukville switching station located in Section 35, Town of Saukville, southerly and westerly through portions of the Towns of Saukville and Cedarburg, all in Ozaukee County, and westerly and southerly through portions of the Towns of Jackson and Germantown and the Village of Germantown, all in Washington County, to the Germantown substation located in the SE  $\frac{1}{4}$  of Section 32, Township 9 north, Range 20 east, Village of Germantown.

## WISCONSIN ELECTRIC POWER COMPANY

## Data Relative to Recording of

Thirteenth Supplemental Indenture dated May 15, 1969

This Thirteenth Supplemental Indenture dated May 15, 1969 was recorded in the office of the Register of Deeds of the Counties listed below, all in the state of Wisconsin, as follows:

<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Reel or Volume</u>	<u>Image or Page</u>	<u>Document No.</u>
Brown .....	May 16, 1969	10:36 a.m.	854	474	694835
Calumet .....	May 16, 1969	11:25 a.m.	106	552	115574
Dane .....	May 16, 1969	9:15 a.m.	106	1	1240935
Dodge .....	May 16, 1969	9:51 a.m.	377	569	534073
Fond du Lac .....	May 16, 1969	11:00 a.m.	605	68	240009
Jefferson .....	May 16, 1969	10:45 a.m.	428	492	680197
Kenosha .....	May 16, 1969	8:30 a.m.	799	191	513089
Manitowoc .....	May 16, 1969	9:31 a.m.	397	453	446485
Milwaukee .....	May 16, 1969	9:20 a.m.	479	57	4463080
Outagamie .....	May 16, 1969	2:00 p.m.	806	647	623493
Ozaukee .....	May 16, 1969	10:30 a.m.	250	580	228603
Portage .....	May 16, 1969	9:50 a.m.	280	306	274350
Racine .....	May 16, 1969	8:24 a.m.	1017	621	853691
Rock .....	May 16, 1969	8:00 a.m.	322	401	743177
Sheboygan .....	May 16, 1969	8:41 a.m.	573	120	913630
Walworth .....	May 16, 1969	9:07 a.m.	8	669	613594
Washington .....	May 16, 1969	11:53 a.m.	465	501	307776
Waukesha .....	May 16, 1969	11:15 a.m.	1052	5	738737
Waupaca .....	May 16, 1969	10:57 a.m.	409	255	322337

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<u>County</u>	<u>Date Recorded</u>	<u>Time</u>	<u>Volume</u>	<u>Page</u>	<u>Document Number</u>
Wood	Sept. 25, 1975	11:23 A.M.	387	663	544309

